

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes only and **is not an official document**. If submitted as an offer, the State Procurement Office (SPO) will not accept it as a valid offer. It will be automatically rejected **and will not be considered for award**.

To obtain an official copy of the solicitation (evidenced by the procurement officer's signature), including any addenda to the document, interested party must contact the SPO, telephone (808) 586-0573; facsimile (808) 586-0570; or by e-mail at robert.zamarron@hawaii.gov. Please provide name of company, address, phone number, fax number, and name of contact person. Unless party provides the SPO with its Fedex (or equivalent) account number, the document will be sent by U.S. Postal Service first class mail.

STATE PROCUREMENT OFFICE

LEGAL AD DATE: December 19, 2003

REQUEST FOR PROPOSALS No. RFP-04-022-SW

SEALED PROPOSALS FOR Designating a Software Licensing Agent for the State of Hawaii

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

FEBRUARY 6, 2004

IN THE STATE PROCUREMENT OFFICE, KALANIMOKU BUILDING, 1151 PUNCHBOWL STREET, ROOM 416, HONOLULU, HAWAII 96813. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MR. MARC YAMAMOTO, TELEPHONE (808) 586-0569, FACSIMILE (808) 586-0570 OR E-MAIL AT marc.yamamoto@hawaii.gov.

Robert J. Governs, CPPB
Procurement Officer

RFP-04-022-SW

Name of Company

SPECIAL NOTICE

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

PROPOSAL SUBMITTAL CHECKLIST

- ☐ Offer Form page OF-1, completed with original signature signed in ink.
- ☐ Proposal: Original and five copies.

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SECTION ONE
INTRODUCTION AND KEY DATES

1.1 ACRONYMS AND TERMS

BAFO	=	Best and Final Offer
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
DSLA or Agent	=	Designated Software Licensing Agent awarded the contract resulting from this solicitation.
EC	=	Evaluation Committee
GET	=	General Excise Tax
GTC	=	General Terms and Conditions dated September 1, 1995 and issued by the SPO.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
IFB	=	Invitation for Bids
LAR	=	Large Account Reseller
Procurement Officer	=	The contracting officer for the State of Hawaii Procurement Office.
RFP	=	Request for Proposals
State	=	All agencies of the Executive Branch of the State of Hawaii, and any participating purchasing jurisdictions as listed in the Special Provisions. The Department of Education and the University of Hawaii are excluded from this RFP.
SPO	=	State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room, 416, Honolulu, Hawaii 96813; P. O. Box 119, Honolulu, Hawaii 96810-0119.
VLA or MLA	=	Volume License Agreement or Master License Agreement

1.2 SIGNIFICANT DATES

The schedule set out herein represents the State's best estimate of the schedule that shall be followed. All time is shown as Hawaii Standard Time (HST).

<u>ACTIVITY</u>	<u>SCHEDULED DATES</u>
Advertisement of Request for Proposals and Pick up	December 19, 2003
Deadline for Written Inquiries	January 15, 2004 10:00 a.m., HST
State Response to Written Inquiries via Addendum (if necessary)	January 22, 2004
Proposals Due:	February 6, 2004 2:00 p.m., HST

Proposal Evaluations through	February 9, 2004
	February 20, 2004
Offeror's Presentations / Discussions (if necessary)	February 23, 2004 through February 27, 2004
Best and Final Offers (if necessary)	March 10, 2004
Contractor Selection and Award	March 24, 2004

1.3 OVERVIEW

The RFP is organized into six sections:

- Section 1 INTRODUCTION AND KEY DATES - Provides Offerors with general information on the RFP and significant dates.
- Section 2 SCOPE OF WORK - Provides a description of the project approach, objectives, scope of work, specifications, deliverables, acceptance, and other specifics relating to the terms and conditions under which the work will be performed.
- Section 3 PROPOSAL FORMAT AND CONTENT - Contains the prescribed contents and format to be used when submitting the proposal.
- Section 4 SPECIAL PROVISIONS – Describes those provisions and conditions unique to the RFP .
- Section 5 EVALUATION CRITERIA – Specifies the evaluation criteria to be used in selecting the proposal most advantageous to the State.
- Section 6 ATTACHMENTS – The attachments referenced in this RFP.

1.4 BACKGROUND INFORMATION

The State has an on going need for a DSLA to provide services required under the State's licensing agreement with various software publishers.

1.5 PURPOSE OF THIS RFP

Under the licensing agreements, the State has the right to select its reseller(s). The purpose of this RFP is to select one Agent for the various licensing agreements currently in place, and for any future licensing agreements established as a result of or subsequent to this contract.

1.6 ISSUING OFFICE AND CONTACT PERSONS

The names, mailing addresses and telephone/facsimile numbers of personnel involved in this RFP is as follows:

Procurement Officer:

Mr. Robert J. Govers, CPPB
State Procurement Office (SPO)
1151 Punchbowl Street, Room 416
Honolulu, Hawaii 96813
Telephone: (808) 586-0554
Facsimile: (808) 586-0570

SPO Contact Person:

Mr. Marc Yamamoto
State Procurement Office (SPO)
1151 Punchbowl Street, Room 416
Honolulu, Hawaii 96813
Telephone: (808) 586-0569
Facsimile: (808) 586-0570

SECTION TWO **SCOPE OF WORK**

2.1 PRIMARY OBJECTIVE

The primary objective of this solicitation is to establish a DSLA agreement for the various licensing agreements currently in place between the State of Hawaii and specific software publishers. It is the State's preference to award one (1) Agent to handle the software agreements specified, therefore, in order to be considered for award, offerors shall be authorized to act as an agent for all VLAs / MLAs specified within this solicitation.

The Agent shall be required to provide software and services required herein in conjunction with the current or any future volume license agreements the State has in place. Compliance with the requirements herein will be closely monitored to ensure the State maximizes its commitments under the volume license agreements.

2.2 VLA and MLA

The State of Hawaii currently maintains volume license agreements with Microsoft (Select 6.0), Novell (MLA), and IBM (Passport Advantage). The State reserves the right to enter into additional volume licensing agreements as necessary during the course of the resultant contract (such as anti-virus software, network security software or database software).

Offerors shall meet all eligibility requirements to act as an agent under the volume agreements specified above with these publishers and perform the following functions.

A. Microsoft Select 6.0

On April 18, 2003, the State of Hawaii entered into a Microsoft Select 6.0 MLA. This agreement runs through April 30, 2006. The Minimum Unit Volume for Price Level for the State of Hawaii is set at "Level B" for the Applications, and Systems Pools and "Level A" for the Server Pools. Effective July 28, 2003, the Price Level was adjusted to "**Level D**" for Applications Pool, Server Pool and Systems Pool.

The State and the Agent shall execute an amendment to the agreement identifying themselves as the LAR ("Agent") within fifteen (15) days after the commencement date stated on the notice to proceed.

Offerors shall meet all of the following requirements for the Select volume agreement:

1. The Agent shall be a LAR or an affiliate of a LAR that has been authorized by Microsoft to act as an Agent under the Select Agreement prior to the proposal due date.
2. The Agent shall be able to act as collection agent for the publisher.
3. Under the terms of the MLA the Agent shall be responsible for reporting, at a minimum, monthly sales to the publisher in a timely manner.

4. The Agent shall provide, at a minimum, quarterly usage reports to the SPO delineating all software purchases made by all state agencies and eligible political subdivisions for the previous quarter.
5. The Agent shall be able to provide SPA (Software Publishers Association) certified License Confirmation Certificates or a confirmation certificate accepted by Microsoft Corporation for all software licenses ordered with the agreements by State agencies. **Offerors shall submit a sample certificate with their proposal.** Failure to submit this certificate may be cause for proposal rejection.
6. The Agent shall monitor and be able to report on the current levels of software ordered towards the State's purchase commitment in order to insure that the State does not fall short and be forced to pay penalties.
7. The Agent shall charge no more than their quoted mark-up percentage above their dealer cost for all software licensing, software media, software documentation, software maintenance, etc., to cover the Agent's costs in supporting this agreement.
8. For services offered above and beyond standard LAR services defined by Microsoft as duties to be performed, **the offeror shall specify these additional services on their proposal, and the costs, if any, associated with the additional services proposed.** Offerors shall be as detailed as possible as to those additional services offered.

B. Novell MLA

On March 12, 1999 the State of Hawaii entered into a Novell Master License Agreement 5.0 ("MLA"). This is an evergreen MLA and has no expiration date. Novell has set a forty percent (40%) discount level for the State of Hawaii.

The Agent will be identified by the State as the new Fulfillment Agent under the MLA by the State's execution of an Software Services Agent (SSA) Designation Form provided by Novell. This shall occur within fifteen (15) days after the commencement date stated on the notice to proceed. The Agent shall have entered into a SSA Agreement with Novell prior to the proposal due date.

Offerors shall provide all services described in the SSA Agreement with Novell, as well as the following services. If there is a conflict between the SSA Agreement and the following requirements, the SSA requirements shall prevail.

1. The Fulfillment Agent shall be a Novell authorized Agent or Corporate Account Agent prequalified by Novell to act as a fulfillment agent and collection agent under the MLA.
2. Under the terms of the volume license agreement, the Fulfillment Agent is responsible for supplying Novell's software, auditing, reporting, order management, upgrades/update management, discount tracking and collection of all monies due Novell net 30.
3. Fulfillment Agent shall provide original publisher's master media of the

software purchased under the MLA.

4. The Fulfillment Agent shall provide, at a minimum quarterly usage reports to Novell and the SPO delineating all software purchases made by all state agencies and eligible political subdivisions for the previous quarter.
5. The Fulfillment Agent shall be able to provide SPA (Software Publishers Association) certified License Confirmation Certificates or a confirmation certificate accepted by Novell for all software licenses ordered with the agreements by State agencies. **Offerors shall submit a sample certificate with their proposal.** Failure to submit this certificate may be cause for proposal rejection.
6. The Fulfillment Agent shall monitor and report on the current levels of software ordered towards the State's purchase commitment in order to insure that the State receives full discounts due.
7. For services offered above and beyond standard Fulfillment Agent services defined by Novell as duties to be performed, **the offeror shall specify these additional services on their proposal.** Offerors shall be as detailed as possible as to those additional services offered.

C. IBM Passport Advantage

The State of Hawaii currently has a Passport Advantage Volume License Agreement in place. The IBM Advantage Agreement pricing is set at **Level "H"** or "Government" level.

The Agent shall execute an amendment to the agreement identifying themselves as the Agent within fifteen (15) days after the commencement date stated on the notice to proceed.

Offerors shall meet all of the following requirements for the IBM Passport Advantage agreement and any others signed during the term of this contract.

1. The Agent shall be authorized to sell/distribute the publisher's products and be able to act as collection agent for the publisher.
2. Under the terms of the IBM Passport Advantage agreement, the Agent shall be responsible to provide, at a minimum, the required sales reports to the publisher.
3. The Agent shall provide master disks of the software purchased under this volume license agreement.
4. The Agent shall be able to provide version upgrades, competitive upgrades and maintenance for software purchased by the State.
5. The Agent shall be able to provide PINs (Personal Identification Numbers) for support services offered by the publisher, if available.
6. The Agent shall provide, at a minimum, quarterly usage reports to the

SPO delineating all software purchases made by all state agencies and eligible political subdivisions for the previous quarter.

7. The Agent shall be able to provide SPA (Software Publishers Association) certified License Confirmation Certificates or a confirmation certificate accepted by IBM/Lotus for all software licenses ordered with the agreements by State agencies. **Offerors shall submit a sample certificate with their proposal.** Failure to submit this certificate may be cause for proposal rejection.
8. The Agent shall monitor and be able to report on the current levels of software ordered towards the State's purchase commitment in order to insure that the State does not fall short and be forced to pay penalties.
9. For services offered above and beyond standard Fulfillment Agent services defined by IBM Passport Advantage as duties to be performed, **the offeror shall specify these additional services on their proposal.** Offerors shall be as detailed as possible as to those additional services offered.

2.3 REQUIRED SERVICES

Offerors shall provide all services specified below.

- A. The DSLA shall have access to in-house publisher representatives and shall assist the SPO in negotiating volume license agreements, if requested. In addition to the software publishers the State currently has agreements with, **the Offeror shall include in their proposals, the software publishers they represent and their quotes for markup on VLAs where the software publisher establishes the cost level from which the Offeror adds its markup. The Offeror shall also identify the software publishers that utilize a markdown from a list price method of VLA, where the Offeror receives a commission from the software publisher, the Offeror shall state its commission rate(s) for each software publisher it lists.**
- B. The DSLA shall provide electronic access to information in regards to technical information, patches, etc. by software publishers.
- C. The DSLA shall have staff dedicated to the State of Hawaii account to answer all questions, take orders, and explain different volume agreements terms to the users.
- D. The DSLA shall provide on-line, web based electronic commerce features such as pricing, ordering, license tracking information and reporting. This web site information shall be available through the Internet without the use of additional software or licenses provided by the Agent. **Offerors shall explain their Web Based and Electronic Commerce capabilities in their proposal.**

1. Pricing

The Agent's web site shall be able to display all current pricing information for all State of Hawaii VLAs / MLAs available. This pricing shall be kept current

at all times and shall be made available on-line and if requested by a user, sent through e-mail. On-line pricing shall designate product description, Agent's product number, publisher's product number and State price for that product. **A sample price page shall be submitted with the proposal.**

2. Web Site Ordering

In addition to accepting orders by traditional means (purchase orders either by facsimile or mailed), the Agent shall have on-line ordering available to using agencies of the State and its participating purchasing jurisdictions. On-line ordering shall provide that required information fields be completed prior to the acceptance of an order. For example, an order cannot be placed unless mandatory fields are completed as specified by the State. Furthermore, the order form shall be able to differentiate between various delivery locations within a single agency or political subdivision. Agent shall accept purchase authorization by purchase order and purchasing card. **Offerors shall describe on-line order procedures in detail in their proposal.**

3. License Tracking

The DSLA shall be able to provide on-line, product license inventory tracking through the Internet for the SPO as well as State Agencies and its participating purchasing jurisdictions. The tracking capabilities shall be able to set up each agency or political subdivision as separate user accounts with information visible only to that specific user. In turn, the tracking system shall be able to set up "Supervisor" levels where a designated "Supervisor" within the State can view all license tracking for all participating agencies. These license reports shall, at a minimum, cover a quarter of a year and include an accurate inventory record of product licenses purchased under the agreements. At a minimum, the license tracking system must be able to provide this information by Agency and any delivery location within the Agency. License reports shall be able to be shown on-line as well as e-mailed to the requesting user, if requested. **Offerors shall describe license tracking in detail and provide license report samples with their proposal.**

4. Other Reports

The DSLA shall be able to provide on-line, reporting capabilities through the Internet for the SPOffice as well as State Agencies and its participating purchasing jurisdictions. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the user agency the ability to create custom reports. The requesting user shall be able to select specific fields and create a necessary report for their specific needs. Fields shall include, but not be limited to, Purchase Order Number, Order Number, Invoice Date, Publisher, Publisher Part Number, Agent's Part Number, Description, Quantity Shipped, Unit Price, Extended Price, Order Total, and Sales Tax. Reports shall be able to be shown on-line as well as e-mailed to the requesting user, if requested. **Examples of these reports shall be submitted with their proposal.**

- E. The DSLA shall provide initial training to the State and its participating purchasing jurisdictions within thirty days of the award of this contract on ordering and reporting procedures. Initial training shall take place in Honolulu. Agent may train each State Agency or participating purchasing jurisdiction individually or together through several sessions during the thirty day period. Training shall be completed at no additional cost to the State.

2.4 LOCAL REPRESENTATION

A. Local Representative

Offerors shall have an office with a local marketing representative within the Honolulu Metropolitan area for the support of this contract within sixty (60) calendar days of the award of this contract. This representation is for the purpose of marketing the volume license agreements to their fullest potential so that the State can realize the maximum savings available and to provide support as needed to the State and its participating purchasing jurisdictions. Local representation shall be maintained for the entire duration of any resultant contract and any extensions thereof.

B. Volume License Assistance

The contractor shall also assist the SPO in the identification, evaluation, determination and implementation of other publisher's volume license agreements that the State could benefit from by entering into these agreements.

C. Responsibility of Offeror

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the "Evaluation of Proposals and Award of Contract" provision under Section Four, page 19, for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

2.5 EXCEPTIONS

All State agencies of the Executive Branch (excluding the Department of Education and the University of Hawaii) and other participating purchasing jurisdictions will be required to use this contract for the purchase of microcomputer (personal computers including servers) software under volume license agreements except in the following instances:

- A. Microcomputer Software bundled or pre-configured in microcomputers by its manufacturer that are purchased by the State (i.e. Microsoft Windows Operating System)
- B. The State may purchase software directly from the software publisher when rebates, publisher's coupons, introductory product promotions, introductory product pricing, special inventory reduction pricing, or obsolescence of product pricing are offered by the publisher only and not passed through the Agent.

Special limited time pricing promotions offered through the agent, that are offered to all customers, may be passed on to the State if the special pricing is lower than the contract pricing.

- C. Full package version or upgrade version software from publishers not in a volume license agreement with State.

Software manufactured by the software publishers listed herein shall be ordered from the resultant Agent, unless the preceding circumstances apply.

2.6 REPORTING

The Agent shall be responsible to prepare and submit reports to the Contract Administrator, State agencies and its participating purchasing jurisdictions as requested. The initial set of such reports is described below. The Agent must provide their reports either electronically through E-mail or on 3 ½ inch diskette or CD in MS Excel 2000 or greater format.

SOFTWARE REPORTS (from DSLA)		
<i>Description of Report</i> <i>[Initial Report layouts will be provided at the time of the Contract award]</i>	<i>From</i>	<i>To</i>
Publishers' Reports A report (defined by the State's contract with the DSLA) which describes the software licenses procured. The DSLA is also responsible for sending reports to Publishers (as prescribed by the software publisher) and license confirmations to Customers.	DSLA	Contract Administrator; Publishers; State Agencies and the participating purchasing jurisdictions

A. DSLA Report

The DSLA Report shall be submitted quarterly to the State Procurement Office shall consist of the following information. These reports are due within fifteen (15) days following the end of each contract quarter. **Samples of these reports shall be submitted with your proposal.**

1. A Summary for each Volume License Agreement or Publisher (i.e. Microsoft, Novell, Corel, etc.)
 - a. Name of Agreement
 - b. Agreement Commitment Level
 - c. Total Dollars accrued from the Commencement of the Contract through the reporting period.
 - d. Percent of Commitment made at the time of report.
 - e. Dollars spent for Reporting period.

The State shall have the right to request, at its sole discretion, additional reports, changes to existing reports, distribution of reports to additional persons or entities, changes in frequency of report distribution, changes in report layouts, etc. and the Agent must comply with all such reasonable requests.

2.7 ADDITIONAL SERVICES

Offerors may specify any additional services that are not specified within this solicitation that they can perform and offer to the State. **These additional services as well as additional costs associated with them shall be presented in your proposal.**

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 INTRODUCTION

One of the objectives of this section is to make the proposal preparation easy and efficient, giving the Offeror ample opportunity to highlight its proposal, and to make the evaluation process manageable and effective. When an Offeror submits its Proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP.

Proposals shall:

1. Include a Transmittal Letter confirming that the Offeror shall comply with all of the provisions of this RFP;
2. Provide all of the information requested in this RFP in the order specified;
3. Organized into sections, with tabs separating each section described below:
 - I. Transmittal Letter and Offer Form page OF-1
 - II. Executive Summary
 - III. Understanding of Requirements
 - Overview
 - Assumptions
 - Potential Problems and Constraints
 - IV. Qualifications and Experience of Firm and Staff
 - V. Offeror's Ability to Service the Contract
 - VI. Cost
 - VII. Confidential Information
 - VIII. Exceptions

These sections are primarily designed to provide information necessary for the State to evaluate offers pursuant to the Evaluation Criteria provided in SECTION FIVE of this RFP. Offeror is advised to review the Evaluation Criteria and to provide all information necessary to allow the State to evaluate Offeror's proposal based on the criteria.

4. One (1) original and five (5) copies of each proposal shall be submitted on forms and in the format specified in this RFP. The Original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY." It is imperative that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL. The State shall not provide any reimbursement for the cost of developing, presenting, submitting, or evaluating any proposal in response to this RFP.

Offerors are encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

3.2 EXECUTIVE SUMMARY

This section shall present a brief summary of the key elements of the Offeror's proposal.

3.3 UNDERSTANDING OF REQUIREMENTS

This section shall clearly demonstrate the Offeror's understanding of the scope, objectives and requirements of this RFP. At a minimum, this section shall include, an overview of the Offeror's approach to this project, the assumptions made by the Offeror in developing the proposal work plan and cost information, and describe potential significant problems and constraints that the Offeror anticipates and the mitigating proactive actions the Offeror shall take to prevent the potential problems from materializing.

3.4 QUALIFICATIONS OF FIRM & STAFF

Offeror shall provide the qualifications of its firm and staff that demonstrate the ability of the Offeror to meet the requirements of this contract. The Offeror shall provide the names, titles, years of experience, and resumes of individuals to be assigned to this contract. Substitute or additional personnel shall not be used until a resume is received and approved by the State. Offeror's references complete with the name of the contact person, telephone number, facsimile number and e-mail address shall be listed in this section. The State reserves the right to contact any or all references Offeror has listed. The State shall have the right to request removal of personnel from all work on this project upon written notification to the Contractor.

If subcontractor(s) shall be used, a statement from each subcontractor shall be included in the proposal, signed by an individual authorized to legally bind the subcontractor, and stating:

- a) The subcontractor's name, mailing address, telephone number, fax number, and contact person;
- b) The general scope of work to be performed by the subcontractor; and
- c) The subcontractor's willingness to perform the work indicated. Offeror shall provide a list of similar work performed by the subcontractor.

3.5 OFFEROR'S ABILITY TO SERVICE THE CONTRACT

Offeror shall provide a comprehensive description of their ability to provide the required services and additional services described in Section Two of this RFP. Offeror shall provide a comprehensive description that sets out the support service plan they intend to follow. Proposal shall address their experience, support practices and policies, and ability to service the State in a timely manner.

3.6 COST

For those software publishers selling to the DSLA at a predetermined price level, the DSLA shall state its markup to be charged to the State and its participating purchasing jurisdictions above the predetermined price for the software licenses.

For those software publishers whose VLA / MLA state a percentage discount off the retail price, the DSLA shall provide a price list showing the retail price and the State's discounted price.

3.7 CONFIDENTIAL INFORMATION

If Offeror believes that any portion of its proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Offeror shall place all Confidential Information in this tabbed section with a request in writing for nondisclosure of designated trade secrets or other proprietary data.

3.8 EXCEPTIONS

Offeror shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. If no exceptions are taken, the Offeror will be deemed to represent that it will comply with every requirement in this RFP.

Offeror shall not submit their organization's terms and conditions, standard contract, or other agreements. General references to such items or attempts to complete substitution of such items may result in disqualification of Offeror's proposal. Offerors are encouraged to submit specific alternate language to the State's terms and conditions if such changes are desired.

SECTION FOUR SPECIAL PROVISIONS

4.1 SCOPE

The furnishing of software licensing services as specified herein, shall be in accordance with these Special Provisions, Specifications, and the GTC, dated September 1, 1995, included by reference. Copies of the GTC are available at the SPO, the Department of Accounting and General Services District Offices on Hawaii, Maui and Kauai, and under State Bid Notices on the Internet at <http://www2.hawaii.gov/bidapps/>.

4.2 TERM OF CONTRACT

Term of contract shall be three (3) years, commencing from the date stated on the Notice to Proceed, but not earlier than April 1, 2004, or the completion of the training period. The contract may be extended upon mutual agreement for one (1) additional thirty-six (36) month period, or portions thereof, provided that the contract price for the extended period(s) shall remain the same or lower than the initial contract price, or as amended.

4.3 CONTRACT ADMINISTRATOR

For purposes of this contract, Mr. Marc Yamamoto of the SPO is designated Contract Administrator and may be contacted at (808) 586-0569.

4.4 STATE'S COMMITMENT

In return for the prices submitted the following purchasing jurisdictions will purchase all of their requirements for items listed herein from the successful bidder.

1. State of Hawaii, Executive Branch agencies (excluding the Department of Education and the University),
2. State Senate,
3. State House of Representatives,
4. Office of Hawaiian Affairs,
5. Judiciary,
6. Kauai Department of Water, and the
7. County of Maui, Office of Council Services.

When the service provided herein is not appropriate to an agency's purpose, the purchasing jurisdiction may grant an exception to this commitment.

A purchasing jurisdiction may elect not to extend its commitment to this contract beyond the initial contract term. Further, a purchasing jurisdiction not participating in the contract may, at the earliest, commit to this contract six months after its inception.

4.5 USE OF PRICE LIST BY NONPROFIT ORGANIZATIONS

Pursuant to §103D-804, HRS, nonprofit organizations with current purchase of service contract(s) (Chapter 42D or I03F, HRS) have been invited to participate in SPO price lists.

If a nonprofit organization (hereinafter called "nonprofit") wishes to purchase from a SPO price list, the nonprofit must obtain approval from each price list vendor, i.e., participation must be mutually agreed upon. If a nonprofit and price list vendor mutually agree to this arrangement, it is understood that the vendor is required to extend to the nonprofit, the exact terms and conditions, including price(s), of the price list and not a portion of the price list agreement. However, the nonprofit will retain its right to purchase from other than a price list vendor.

A price list vendor may choose to deny a nonprofit participation in the price list. If this occurs, but the vendor wishes to offer an alternative proposal, it is understood and agreed that the proposal and subsequent agreement between the vendor and the nonprofit shall be independent of this price list agreement.

At the time of award, the SPO will inform vendor(s) as to which nonprofits are interested in participating.

4.6 PROPOSAL PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Offer Guaranty. An offer guaranty is NOT required for this Request for Proposals.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the GET at the current 4% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Original Proposal and Copies to be Submitted. One (1) original and five (5) copies of each proposal shall be submitted on forms and in the format specified in this RFP. The original shall be clearly marked "ORIGINAL" and copies shall be clearly marked "COPY." It is imperative that the Offeror submit only one original and the required number of copies. DO NOT SUBMIT MORE THAN ONE ORIGINAL. The State will not provide any reimbursement for the cost of developing, presenting, submitting, or evaluating any proposal in response to this RFP.

Offerors are encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.

4.7 SUBMISSION OF OFFER

Offers shall be received at the SPO, 1151 Punchbowl Street, Kalanimoku Building, Room 416, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the RFP. Timely receipt of offers shall be evidenced by the date and time registered by the SPO time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 416. This may cause a delay in receipt by the SPO and the offer may reach the SPO after the deadline, resulting in automatic rejection.

4.8 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, and shall describe the offering(s) and capabilities in a format that is reasonably consistent and appropriate to the purpose. Emphasis shall be on completeness and clarity of content. If any additional information is required by the State regarding any aspect of the Offeror's proposal, it shall be provided within two (2) business days after the request from the State.

4.9 ORAL PRESENTATIONS

Respondents to this RFP may be required to make an oral presentation of their proposal to ensure thorough, mutual understanding. The State shall schedule the time and location for these presentations (if required), normally within TEN (10) days following the Proposals Due date.

4.10 CONFIDENTIAL INFORMATION

If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the confidential portion of the proposal.

Pursuant to Section 3-122-58, HAR, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, HRS. If the request for confidentiality is denied, such information shall

be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

4.11 REQUIRED REVIEW

Perspective Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter shall be made in writing and received prior to the Deadline for Written Inquiries date. This shall allow issuance of any necessary amendments to the RFP. It shall also help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exception taken to the terms, conditions, specifications, or other requirements listed herein, shall be listed in the Exceptions section of the Offeror's proposal, if the exception is unresolved by the Proposals Due date.

4.12 WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general terms and conditions, or evaluation and selection must be communicated in writing to:

State of Hawaii
State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, Hawaii 96813

Attention: Mr. Marc Yamamoto
facsimile: (808) 586-0570
e-mail: marc.yamamoto@hawaii.gov

Offeror may provide its express mail service account number so that responses may be sent to Offeror with minimum delay. Every effort will be made to ensure that responses are available in a timely basis; however, the State is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

4.13 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, as provided in Section 3-122-95 through 3-122-97, HAR.

4.14 PROPOSAL OPENING

Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection upon posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

4.14.1 EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The Procurement Officer, or an evaluation committee of at least three (3) State employees selected by the Procurement Officer shall evaluate the proposals. The evaluation will be based solely on the evaluation criteria set out in Section Five of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussions may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions.

If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors. These Offerors shall be permitted to submit new proposals or to amend those submitted.

The date and time for Offerors to submit their best and final offers, if necessary, will be indicated in Section One. If Offeror does not submit a notice of withdrawal or another best and final offer, the Offeror's immediate previous offer will be considered as their best and final offer.

Method of Award. Award, if made, shall be to the offeror whose proposal is determined in writing to provide the best value to the State based on the evaluation criteria.

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the SPO prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the SPO.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the SPO. However, the tax clearance certificate shall be submitted to the SPO.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://dlir.state.hi.us/Application%20for%20Certificate%20of%20Compliance.pdf>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the SPO.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the SPO. However, the certificate shall be submitted to the SPO.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the SPO. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the SPO as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

4.14.2 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within ninety (90) calendar days after the opening of proposals. Unless extended by mutual agreement, the Offeror's proposal shall remain firm for the ninety (90) day period.

4.14.3 PROPOSAL AS A PART OF THE CONTRACT

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.14.4 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during contract negotiations. These terms and conditions shall be within the scope of the RFP and shall not affect the proposal evaluations.

4.15 EXECUTION OF CONTRACT

Formal written contract(s) and performance and payment bonds (Section 3.3 and 3.4 of the General Terms and Conditions) will not be required for award(s) made in response to this bid solicitation. Successful bidder shall receive a notice of award by letter to which will be attached a State Procurement Office Price List showing the item(s) which the respective successful bidder has been awarded. This method of award does not waive compliance with specifications, special provisions, and general terms and conditions of this solicitation.

4.16 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to requirements of the contract which appear during the course of the work, and shall immediately remedy any defects due to faulty workmanship by the Contractor.

4.17 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

4.18 ORDERING AND INVOICING

To place orders, user agencies and authorized purchasing jurisdictions shall have the option of using either the DSLA's secure website or by issuing purchase orders via facsimile or U.S. Postal Service. All orders received by the Contractor during the contract period must be honored by the Contractor and he is obliged to the contract terms.

Contractor will forward original and three copies of the invoices directly to the using agencies. All invoices shall reference the assigned SPO price list number to be made available upon award.

4.19 PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of services, to make payment. For this reason, the State shall reject any proposal submitted with a condition requiring payment within a shorter period. Further, the State shall reject any proposal submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended. The State shall not recognize any requirement established by the Contractor and communicated to the State after award of the contract which required payment within a shorter period or interest payment not in conformance with statute.

4.20 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, SPO, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813 or P. O. Box 119, Honolulu, Hawaii 96810-0119.

4.21 ELECTRONIC PROCUREMENT

Introduction. The State is planning to establish Hawaii's Electronic Procurement System (**H'ePS**) to order goods and services. While specific details of the proposed H'ePS are not currently available, vendors are advised that the H'ePS is projected for implementation in the near future and that the manner in which business is conducted with the State will be affected.

When the H'ePS is established and implemented, the impact will be two-fold:

1. **eRFQ:** With the implementation of an electronic small purchase request for quotes (eRFQ) system for purchases less than \$25,000 per year, registered vendors will be able to receive and respond to quote inquiries from agencies.
2. **eCatalog:** With the implementation of an electronic price list catalog (eCatalog) system, SPO price lists will be available on an extranet for agencies to peruse and order items from.

Method of payment may be by electronic purchase order or procurement card (pCard).

Administrative Fee. The State is planning to fund the H'ePS by assessing the contractor an administrative fee based on the dollar amount of sales. The SPO anticipates that the fee will not exceed one per cent.

Implementation of eCatalog. Upon implementation of the H'ePS and at the option of the SPO depending on which price lists are included in the H'ePS, SPO price list contractors shall agree to integrate its catalog of goods/services into the H'ePS and also agree to the following conditions.

Once the contractor's catalog is integrated into the H'ePS and ready to receive orders from agencies, the Contractor shall pay a transaction fee that includes the above-mentioned administrative fee for each order placed against the price list contract. We anticipate that the total of both fees will not exceed one per cent. Failure to make payments may result in termination of the contract.

The SPO will negotiate an equitable adjustment in unit prices with the price list contractors to account for the transaction fee. The State will negotiate a single pricing structure that prohibits discounts or otherwise discriminatory pricing or preferences for price list orders placed outside of the H'ePS, and shall require the Contractor to manually track and report the volume and dollar amount of price list purchases outside of the H'ePS.

4.22 ADDITIONS, AMENDMENTS AND CLARIFICATIONS TO THE GTC

Additions to the GTC:

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Correctional Industries (CI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in SPO requirements (price list) contracts may also procure directly from CI and shall not be considered in violation of the terms and conditions of any SPO contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Amendments to the GTC:

Subsection 2.1 Competency of Offeror. Paragraph one is rescinded and replaced with the following:

"Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive."

Subsection 2.5 Preparation of Offer. Paragraph four is rescinded and replaced with the following:

"An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Subsection 3.1(B) Preference for Hawaii Products. GTC §3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three per cent where class I HP are involved; five per cent where class II HP are involved; or ten per cent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP.

Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Subsection 3.1(C) Printing Preference. GTC §3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference.

Clarifications to the GTC:

Subsection 2.8 Certification of Offeror Concerning Wages, Hours and Working Conditions of Employees Supplying Services. Section 103-55, HRS, amended by Act 149, SLH 1999, now applies to service contracts in excess of \$25,000 and also excludes professional personnel.

GTCs Not Applicable. Subsections 2.11 and 2.14 of the GTC that apply specifically to the RFP method of source selection are not applicable to IFBs. Also subsections 2.10 and 2.13 that apply specifically to the IFB method of source selection are not applicable to RFPs.

SECTION FIVE
EVALUATION CRITERIA AND CONTRACTOR SELECTION

5.0 EVALUATION CRITERIA

The evaluation criteria and the associated points are listed below. One (1) award will be made to the responsible Offeror whose proposal is determined in writing to provide the best value to the State based on the evaluation criteria listed in this section.

The minimum points to remain in the evaluation process is 375 of a possible 500 maximum points

The State reserves the right to verify and inspect all Offeror-submitted representations of evaluation criteria.

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS RFP IS 500.

5.1 QUALIFICATIONS OF FIRM, STAFF, AND SUBCONTRACTORS – 210 points

- a) Has Offeror submitted a proposal which provides suitable staffing to service the State under the contract?
- b) Is the staff accessible to State employees during normal State business hours?
- c) Are the qualifications and/or certifications of the Offeror's staff assigned to the contract adequate to meet the needs of the State?
- d) How long has Offeror been in business?
- e) Is Offeror financially stable?
- f) Have references comparable to the State's configuration been submitted and verified?
- g) If subcontractor(s) are used, what are their qualifications in reference to the above criteria?
- h) Do references support the Offeror's ability to perform the required work?
- i) Is the Offeror familiar with State of Hawaii government structure?
- j) Is the Offeror familiar with State of Hawaii procurement, accounting, and payment procedures? Specifically, the use of purchase orders and purchasing cards?
- k) Has the Offeror assisted other clients in negotiating a VLA / MLA?
- l) Has submitted the names of clients and the software publisher with whom the VLA / MLA was negotiated.
- m) Are problem escalation procedures detailed and acceptable?
- n) Does the Offeror exhibit willingness to service its customers and provide proper resources?

5.2 COST – 200 points

In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out as follows:

$$[\text{Lowest Cost Proposal} \times \text{Max Points}] / [\text{Offeror's Proposal Cost}] = \text{Points}$$

5.3 ADDITIONAL SERVICES – 90 points

Other services made available to the State and its participating purchasing jurisdictions as an option, at no-cost or at a nominal cost. Such as purchase aggregation to a software publisher for non-VLA / MLA software license purchases.

DESIGNATING A SOFTWARE LICENSING AGENT, STATEWIDE
RFP-04-022-SW

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii;
OR

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

* _____
Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

Listing of active Novell MLA participants:

Dept of Accounting (ICSD) 007
Dept of Commerce & Consumers Affairs 011
Dept of Health/SHP 008
Dept of Labor & Ind (DLIR) 002
Dept of Taxation 005
Dept of the Attorney General 012
Dept of Health, AI 015
Dept of Land & Nat (DLNR) 009
Environmental Manag 016
HI Dept of Agricult 006
State Ethics Commis 017
State Procurement Offi 018

Ctct-Cust Num	Name
12151-7215070	HI Budget & Finance Health Fund
12151-7087308	HI City & County of Honolulu Applications Division
12151-7215080	HI Dags System Accounting Branch
12151-7149244	HI DBED Hawaii Tourism Authority
12151-7143347	HI DCCA PVL Administration please use 7104681
12151-7143346	HI DCCA/P & VLC Please use 7104681
12151-7272908	HI Deparment of Budget & Finance
12151-7196960	HI Department BEDT High Technology Dev.
12151-7174794	HI Department of Accounting & General Services
12151-7143348	HI Department of Accounting & General Services Info & Comm.
12151-7194587	HI Department of Accounting and General Services
12151-7201738	HI Department of Agriculture
12151-7136981	HI Department of Attorney General
12151-7189167	HI Department of Business Economic Development & Tourism
12151-7120579	HI Department of Health
12151-7235928	HI Department of Health Directors Office
12151-7143547	HI Department of Human Services
12151-7139442	HI Department of Human Services
12151-7142363	HI Department of Human Services
12151-7199567	HI Department of Human Services DESSD
12151-7142364	HI Department of Human Services Investigations Office
12151-7196111	HI Department of Human Services ISO
12151-7142339	HI Department of Information Technology
12151-7184260	HI Department of Justice Bureau of Prison
12151-7193635	HI Department of Labor ASO/EDP System
12151-7261717	HI Department of Land & Natural Resouces State Historic Pres
12151-7120322	HI Department of Land & Natural Resources
12151-7261716	HI Department of Land & Natural Resources Bureau of Conveyan
12151-7211867	HI Department of Land & NR Data Processing
12151-7132398	HI Department of Tranportation Computer
12151-7215062	HI Dept of Human Resources Development
12151-7273663	HI Dept of Human Services - First to Work
12151-7212804	HI Dept of Labor Appeals Refeeree's Office
12151-7214692	HI Dept of Public Safety MIS
12151-7141212	HI DHS Youth Services
12151-7215060	HI DLNR Land Division
12151-7145021	HI DOT Administration
12151-7145277	HI DOT Airports Division
12151-7191626	HI Evaluation Section DOE
12151-7184259	HI Executive Branch REAPP Comm
12151-7025348	HI Hawaii DCCA-ISCO
12151-7214691	HI Housing & Community Development
12151-7013283	HI Judiciary Telecom&Info Services Division
12151-7215072	HI Office of the Public Defender
12151-7148951	HI Office of Youth Services
12151-7216868	HI Public Library ESSS
12151-7264761	HI Public Utilities Commission

12151-7214702	HI State Capital
12151-7114016	HI State Department of Accounting & General, Systems and Pro
12151-7215074	HI State Records Center
12151-7195885	HI-State of Hawaii Office of Information Practices
12151-7181345	HI-State of Hawaii, ICSD
12151-7190499	HI-State of Hawaii, ICSD
12151-7145278	HI-State of HI Dept. of Labor & Ind Relation
12151-7147470	HI-Youth Correctional Facility
12151-7023087	State of Hawaii
12151-7112103	State of Hawaii - Department of Transportation, CSS Division
12151-7019117	State of Hawaii -Please use 7145277 Department of Transport
12151-7008643	State of Hawaii Business Economic Dev & Tourism
12151-7018490	State of Hawaii Department of Land and
12151-7013492	State of Hawaii Dept. of Business Development &
12151-7013284	State of Hawaii Homelands
12151-7012667	State of Hawaii Honolulu Int'l Airport
12151-7112631	State of Hawaii, Dept. of Human Services
12151-7022856	State of Hawaii, ICSD
12151-7022814	State of Hawaii, State Procurement Office, Dept. of Acctg &
12151-7086452	State of Hawaii-City & County of
12151-7104681	State of Hawaii-DCCA
12151-7106432	State of Hawaii-Department of Transportation Admin/Compu Sy
12151-7105918	State of Hawaii-Department of Attorney
12151-7107399	State of Hawaii-Department of Human Services
12151-7109785	State of Hawaii-Department of Human Services
12151-7110248	State of Hawaii-Department of Transportation-Harbour Divisio
12151-7111055	State of Hawaii-Dept. of Human Services
12151-7091846	State of Hawaii-Dept. of Labor's Industrial Relations
12151-7087450	State of Hawaii-Dept. of Transportation, Highways Division
12151-7151993	State of Hawaii-Hawaii Criminal Justice Data Center
12151-7104202	State of Hawaii-Home Lands
12151-7062928	State of Hawaii-Judiciary Judiciary Telecommunications and
12151-7105919	State of Hawaii-Office of Consumer Protection - PLEASE USE 7
12151-7106595	State of Hawaii-Office of the Governor


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Agreement Performance

Currently Selected Agreement: 01S52170

Agreement Details

Contracting Entity:	Type:	Agreement	Start Date:	2001-04-20
State of Hawaii, State Procurement Ofc.	Number:	01S52170	End Date:	2003-04-30
1151 Punchbowl Street, Room 416	Program:	Select 5	Renewal Date:	2003-04-30
Honolulu HI	Status:	Active		
96813				
United States				

Progress to Target

Length of Agreement: 24 months. Time Remaining: 0 months.

	0%	25%	50%	75%	100%	over 100%
Applications	<div></div>					
Servers	<div></div>					
Systems	<div></div>					

These performance details are based on reported purchases and supplemental credits received to date.

Current Performance

License Pool	Level	Purchase Points	Credits	Total	Forecast Target	Progress To Target
Applications	B	11867	0	11867	8000	148%
Servers	B	17682	0	17682	8000	221%
Systems	A	3747	0	3747	1000	375%

Enrollment Contributions

#4076535 - State of Hawaii, State Procurement Ofc.

License Pool	Level	Purchase Points	Credits	Total	Contribution to Agreement
Applications	B	4526	0	4526	38%
Servers	B	3423	0	3423	19%
Systems	A	1466	0	1466	39%

#5853886 - State of Hawaii, State Procurement Ofc.

License Pool	Level	Purchase Points	Credits	Total	Contribution to Agreement
Applications	B	3599	0	3599	30%
Servers	B	6290	0	6290	36%
Systems	A	589	0	589	16%
Unknown		0	0	0	0%

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#4173986 - State of Hawaii, State Procurement Ofc.

License Pool	Level	Purchase Points	Credits	Total	Contribution to Agreement
Applications	B	74	0	74	1%
Servers	B	290	0	290	2%
Unknown		0	0	0	0%

#3923729 - State of Hawaii, State Procurement Ofc.

License Pool	Level	Purchase Points	Credits	Total	Contribution to Agreement
Applications	B	2957	0	2957	25%
Servers	B	6973	0	6973	39%
Systems	A	1006	0	1006	27%
Unknown		0	0	0	0%

#5226692 - State of Hawaii, State Procurement Ofc.

License Pool	Level	Purchase Points	Credits	Total	Contribution to Agreement
Applications	B	701	0	701	6%
Servers	B	706	0	706	4%
Systems	A	686	0	686	18%
Unknown		0	0	0	0%

#2724282 - State of Hawaii, State Procurement Ofc.

License Pool	Level	Purchase Points	Credits	Total	Contribution to Agreement
Applications	B	10	0	10	0%

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